

# HELM

FINANCIAL CORPORATION

One Embarcadero Center • San Francisco, CA 94111

415/398-4510

FAX 415/398-4816

RECORDATION NO. 17861 FILED 1425 3-209A004

JUL 28 1993 10:00 AM

VIA AIR COURIER

July 27, 1993

## INTERSTATE COMMERCE COMMISSION

Ms. Mildred Lee  
Recordations Unit  
Interstate Commerce Commission  
12th and Constitution Avenue, N.W.  
Washington, DC 20423

RE: Lease Of Railroad Equipment dated as of June 11, 1992 ("Lease") between  
Helm Financial Corporation and Coal Transit, Inc.

Dear Ms. Lee:

On behalf of Helm Financial Corporation, I submit for filing and recording, under  
49 U.S.C. Section 11303(a) and the regulations promulgated thereunder the  
following document:

Two (2) fully executed originals of Amendment No. 1 dated June 15, 1993 to  
the Lease ("Amendment No. 1") between Helm Financial Corporation and Coal  
Transit, Inc.

In connection with the recording of Amendment No. 1, please note the following  
information:

Name and Address of Lessor: Helm Financial Corporation  
One Embarcadero Center, Suite 3500  
San Francisco, CA 94111

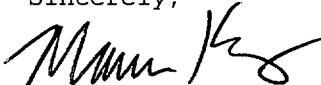
Name and Address of Lessee: Coal Transit, Inc.  
117 West Main Street  
Mason, Ohio 45040

Equipment: Seventy-six (76) rapid discharge coal hopper  
railcars (See Annex A to the Lease for Car  
Numbers)

Previous ICC Filing: Memorandum of Lease filed on July 6, 1992,  
Recordation No. 17861.

Please file Amendment No. 1 under the next available recordation number. The  
filing fee of sixteen dollars (\$16.00) is enclosed.

Sincerely,

  
Maureen Krieg  
Contracts Administrator

mek  
Enclosures (2)

JUL 28 9 59 AM '93  
MOTOR OPERATING UNIT

JUN 28 1993 10:00 AM

AMENDMENT NO. 1

INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT NO. 1 (the "Amendment") to the Lease of Railroad Equipment dated as of June 11, 1992 (the "Lease"), between HELM FINANCIAL CORPORATION ("Lessor") and COAL TRANSIT, INC. ("Lessee"), is made as of June 15, 1993 between Lessor and Lessee.

## R E C I T A L S :

- A. Lessor and Lessee are parties to the Lease pursuant to which the seventy-six (76), rapid discharge coal hopper railcars described in Annex A to the Lease (the "Unit(s)") were leased by Lessor to Lessee.
- B. The parties desire to extend the term of the Lease for the Units.
- C. Lessor and Lessee desire that Lessee may have the option to renew the Lease prior to the expiration of the extended term of the Lease.
- D. The parties desire to amend the Lease as provided herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties agree to amend the Lease as follows:

- 1. All terms defined in the Lease shall have the meanings defined therein when used in this Amendment.
- 2. This Amendment shall become effective on the date of its full execution by both parties.
- 3. Retroactive to \_\_\_\_\_, the term of the Lease for the Units shall be extended through \_\_\_\_\_.
- 4. So long as Lessee is not in default under the Lease, Lessee may renew the Lease with respect to the Units ("Renewal") by providing written notice to Lessor not less than ninety (90) days prior to \_\_\_\_\_; provided, however, that (a) the rental rate for the Units shall be based upon the then fair market value for the Units ("Renewal Rate") and (b) the terms and conditions and the Renewal Rate for any such Renewal shall be mutually agreed to by Lessor and Lessee.
- 5. Except as expressly modified by this Amendment, all terms and provisions of the Lease shall remain in full force and effect.
- 6. This Amendment may be executed by the parties hereto in any number of counterparts, and all said counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS THEREOF, the Lessor and Lessee each pursuant to due authority have caused these presents to be signed in their respective corporate names.

LESSOR

HELM FINANCIAL CORPORATION

By: 

Title: President

Date: 07-09-93

LESSEE

COAL TRANSIT, INC.

By: 

Title: President

Date: 21<sup>st</sup> June, 1993

STATE OF CALIFORNIA

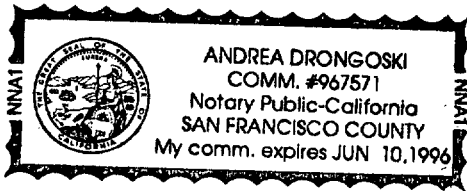
COUNTY OF SAN FRANCISCO

On July 9, 1993, before me Andrea Drongoski  
personally appeared Richard C. Kirchner, President of **HELM**  
**FINANCIAL CORPORATION**,

X personally known to me -OR-

— proved to me on the basis of satisfactory evidence to be the  
person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed  
the same in his/her/their authorized capacity(ies), and that  
by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s)  
acted, executed the instrument.

Witness my hand and official seal.



Andrea Drongoski  
SIGNATURE OF THE NOTARY

STATE OF OHIO )

) S

COUNTY OF WARREN )

On this 21st day of June, 1993, before me  
personally appeared Ramesh Malhotra, to me personally  
known, who, being by me duly sworn, says that he is President  
of **COAL TRANSIT, INC.**, that said instrument was signed and sealed  
on behalf of said corporation by authority of its President and  
Directors and he acknowledged that the execution of the foregoing  
instrument was the free act and deed of said corporation.

Notary Public

Joy Jeffery

My Commission Expires: \_\_\_\_\_

JOY JEFFERY

Notary Public, State of Ohio

My Commission Expires Aug. 30, 1995

Recorded in Warren County

[Notarial Seal]